the authorities hold any restraint on their service to be against public policy. *Cumberland, etc., Co.* v. *Morgan's Louisiana, etc., R. R. Co.*, 51 La. Ann. 29. A South Carolina case identical with the present case reached the same result. *Gwynn* v. *Citizens' Telephone Co.*, 69 S. C. 434. It might well be argued, however, that, had the contract been for a telephone in a private house, the public welfare is not involved, since the contracting party is the only person directly deprived of the benefits of competition. But granting this argument, the present contract might be held void as a violation of an innkeeper's duty to his guests.

RIGHT OF PRIVACY — INFRINGEMENT — UNAUTHORIZED USE OF NAME AND PICTURE FOR PURPOSES OF TRADE. — A famous inventor sought to restrain a drug manufacturer from using his name, picture, and pretended certificate without his consent. *Held*, that the plaintiff, though not a trade competitor, is entitled to relief. *Edison* v. *Edison Polyform Mfg. Co.*, 67 Atl. 392 (N. J., Ct. of Ch.).

A man has no right of property in his name. *Dockrell* v. *Dougall*, 80 L. T. Rep. (N. S.) 556. But it has been said that he may invoke equity to protect him from exposure to litigation or liability caused by its unauthorized use. *Walter* v. *Ashton*, [1902] 2 Ch. 282. Protection has also been granted where the plaintiff's professional reputation is endangered. *Mackenzie* v. *Soden, etc., Co.*, 27 Abb. N. C. (N. Y.) 402. In the case under discussion, however, the risk of pecuniary loss seems, at the most, shadowy; nor does there clearly appear here any damage to the plaintiff's professional reputation. The relief granted to this plaintiff of world-wide repute, who suffers no actual or prospective damage, must therefore be based on the broad ground of his right to be free from unjustifiable commercial exploitation of his non-corporeal personality. As to the picture, this case turns the scale of American authority in what is probably the right direction. See *Pavesich* v. *New England, etc., Co.*, 122 Ga. 190; *contra*, *Roberson* v. *Rochester, etc., Co.*, 171 N. Y. 538; *Corelli* v. *Wall*, 22 T. L. R. 532. As to the name and non-libellous misrepresentation, an important advance is marked in the establishment and definition of the right of privacy.

SURETYSHIP — SURETY'S DEFENSES — VARIATION FROM CONTRACT. — By an agreement between the principal and the obligee for a variation in the construction of a two-story building, the cost was increased $700. The principal defaulted. *Held*, that the surety is not released. *Prescott Nat'l Bank* v. *Head*, 90 Pac. 328 (Ariz.).

Much of the confusion in the authorities on this question of change of an assured contract has arisen from failure to keep clear the distinction between an alteration of the original document and a mere variation from it. Any alteration or substitution of a new document for the old, whether detrimental to the surety or not, gives him a legal defense. *Ziegler* v. *Hallahan*, 126 Fed. 788. But if the parties, without the surety's consent, make a parol collateral agreement varying the actual performance of the original contract, the surety's defense, if any, is equitable, since a written contract cannot be varied by a parol agreement. See 16 HARV. L. REV. 511. It follows that the variation must threaten substantial harm to the surety to give him equitable relief. *Dunn* v. *Parsons*, 40 Hun. (N. Y.) 77. A change in the construction of a building whereby the cost is only slightly increased is not sufficient. *Hohn* v. *Shideler*, 164 Ind. 242. But it has been held in a similar case that a change in the construction at an increased cost of eighty-eight dollars released the surety. *Fullerton Lumber Co.* v. *Gates*, 89 Mo App. 201. In the present case the increase seems substantial and to justify equitable relief, and the decision is opposed to the weight of authority.

TAXATION — WHERE PROPERTY MAY BE TAXED — SITUS OF PROMISSORY NOTES. — A New York creditor loaned large sums to Ohio debtors. The notes evidencing these debts were kept with an agent of the creditor in